

14-126.

(a) (1) If a seller violates a provision of §§ 14-120 through 14-125 of this subtitle, the buyer, within 1 year after the date of a contract [to buy] FOR THE SALE OF a business opportunity:

(i) may void the contract; and

(ii) is entitled to receive from the seller a refund of any money paid to the seller.

(b) A buyer may sue for damages, including reasonable attorney's fees, if the buyer is injured by:

(1) a violation of this subtitle; or

(2) the seller's breach of a contract [to buy] FOR THE SALE OF a business opportunity.

14-127.

(a) A [seller] PERSON WHO SELLS A BUSINESS OPPORTUNITY may not, IN A DISCLOSURE STATEMENT OR AMENDMENT TO IT, willfully make a false or misleading statement of a material fact [in a disclosure statement or amendment to it] or willfully omit TO STATE a material fact REQUIRED OR necessary to make the statements in a disclosure statement not misleading.

14-201.

(e) (1) "Franchise" means an expressed or implied, oral or written agreement in which:

(i) a [franchisee] PURCHASER is granted the right to [do business] ENGAGE IN THE BUSINESS OF offering, selling, or distributing goods or services under a marketing plan or system prescribed in substantial part by the franchisor;

(ii) the operation of the business under the marketing plan or system is associated substantially with the trademark, service mark, trade name, logotype, advertising, or other commercial symbol that designates the franchisor or its affiliate; and

(iii) the [franchisee] PURCHASER must pay, directly or indirectly, a franchise fee.

(g) (1) "Franchise fee" means a charge OR PAYMENT that a franchisee or subfranchisor is required or agrees to pay for the right to [do business] ENTER INTO A BUSINESS under a franchise agreement.

(3) "Franchise fee" does not include:

(vii) the purchase of or agreement to purchase, at their fair market value, supplies or fixtures that are needed to [do business] ENTER INTO THE BUSINESS OR CONTINUE THE BUSINESS under a franchise agreement;